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SIPDIS

SENSITIVE
SIPDIS

E.O. 12958: N/A

TAGS: [AF](#) [PGOV](#) [PHUM](#) [PREL](#) [SU](#)

SUBJECT: DARFUR: RWANDANS DRIVING HARD APC BARGAIN WITH UN

SENSITIVE BUT UNCLASSIFIED; PROTECT ACCORDINGLY.

¶1. (SBU) SUMMARY. With United States Air Force C-17's standing by on October 19 in Kigali to facilitate transport to Darfur, a Rwandan infantry battalion balked at boarding. The Rwandans wanted an assurance that any damage in Darfur to the 18 armored personnel carriers they were bringing with them would be reimbursed by the United Nations. When a memorandum of understanding on these liability issues, under negotiation for the past three months, could not be concluded before the C-17's arrived, USUN intervened with senior UN leadership to help craft a letter, borrowing language from the UN model MOU, explaining that the UN was undertaking to cover damage to the vehicles not caused by fault of the Rwandans. The UN has transmitted that letter to the Rwandan Mission in New York. The text of the letter follows in paragraph 6. END SUMMARY.

¶2. (SBU) Throughout the day of October 19, USUN received reports from the Department and elsewhere that two Air Force C-17 aircraft were standing by in Kigali to transport an infantry battalion of Rwandan troops to Darfur where they were slated to provide force protection for the Heavy Support Package (HSP) to the African Union Mission in Sudan (AMIS). The aircraft were also to transport 18 Rwanda-owned armored personnel carriers to Darfur for use by the deploying troops. The transport of the troops and APC's to Darfur and redeployment of Rwandan troops serving with AMIS was to require ten days with two round-trips per day.

¶3. (SBU) Evidently the Government of Rwanda refused to order the troops to deploy from Kigali because three months of UN-GOR negotiations had failed to produce an agreement regarding liability for any deployment-related damage to the 18 APC's. The negotiation impasse, according to UN sources, stemmed from vastly different UN and Rwandan appraisals of the value of the APC's.

¶4. (SBU) When the Department informed USUN that the GOR would be willing to accept a stopgap UN letter assuming liability in principle with the values to be worked out subsequently, Ambassador Wolcott contacted UN Office of Mission Support A/SYG Jane Holl Lute, on travel in Europe, and convinced her that the deployment window offered by the dedicated C-17's was rapidly closing. Lute charged Maxwell Kerley, Acting Logistics Support Director, with coordinating with the UN Office of Legal Affairs and USUN the drafting of a letter addressing the Rwandan concerns as reported. Kerley ultimately produced and signed the letter reprinted in paragraph 6 below and delivered it to the Rwandan Mission in New York.

¶5. (SBU) Kerley explained that the second paragraph of the letter is based on a UN model MOU and has the UN assuming

liability for any damage to any of the APC's not caused by fault of the Rwandans themselves. He added that "any APC anywhere in the world has a value greater than \$250,000" so that the UN thereby clearly assumes responsibility for the full value of the APC's, whatever that exact value is later determined to be.

16. (SBU)

Begin Text:

The Secretariat of the United Nations presents its compliments to the Permanent Mission of the Republic of Rwanda to the United Nations and has the honour to assure you that with respect to your deployment of 18 APC Wheeled Infantry Carrier-armed to DARFUR the following regulations apply with regards to liability;

Under the wet lease arrangement the rates include a no fault factor whereby the UN undertakes to cover loss of or damage to equipment in a no-fault incident. In the case of loss or damage from a single hostile action or forced abandonment, the United Nations will assume liability for each item of major equipment when the collective generic value is above \$250,000.

In this regard a draft Memorandum of Understanding (MOU) has been prepared which forms the basis for formal negotiations leading to a signed MOU.

The Secretariat of the United Nations avails itself of this opportunity to renew to the Permanent Mission of the Republic of Rwanda to the United Nations the assurances of its highest consideration.

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S/ MK

19 October 2007

End Text.

KHALILZAD